

**IT IS THE VENDOR'S RESPONSIBILITY TO CHECK
FOR ADDENDUMS PRIOR TO SUBMITTING PROPOSALS**

**NOTICE TO BIDDERS
SPECIFICATION NO. 07-076**

The City of Lincoln, Nebraska intends to purchase and invites you to submit a sealed bid for:

**REQUIREMENTS
FOR
LANDSCAPE MAINTENANCE SERVICES
N. 48TH STREET
BEING ADAMS TO HUNTINGTON**

Sealed bids will be received by City of Lincoln, Nebraska on or before **12:00 noon Wednesday, February 28, 2007**, in the office of the Purchasing Agent, **"K" Street Complex (SW Wing), Suite 200, 440 So. 8th Street**, Lincoln, NE 68508. Bids will be publicly opened and read aloud in the First Floor Conference Room at the "K" Street Complex.

Bid specification may be downloaded from the City's website at www.lincoln.ne.gov Keyword: Bid, select current year, select bid specification. Prospective submitters must monitor the bid listing for any addendums.

Bidders should take caution if U.S. mail or mail delivery services are used for the submission of bids. Mailing should be made in sufficient time for bids to arrive in the Purchasing Division, prior to the time and date specified above. Late bid will not be considered.

SPECIFICATION NO. 07-076
BID OPENING TIME: 12:00 NOON
DATE: Wednesday, February 28, 2007

The undersigned bidder, having full knowledge of the requirements of the City of Lincoln for the below listed items and the contract documents (which include Notice to Bidders, Instructions to Bidders, this Proposal, specifications, Contract, and any and all addenda) and all other conditions of the Proposal, agrees to sell to the City below the listed items for the performance of this Specification, complete in every respect, in strict accordance with the contract documents at and for unit prices listed below.

ADDENDA RECEIPT: The receipt of addenda to the specifications numbers _____ through _____ are hereby acknowledged. Failure of any bidder to receive any addendum or any interpretation of the specifications shall not relieve the bidder from obligations specified in the bid request. All addenda shall become part of the final contract document.

BIDDING SCHEDULE

**REQUIREMENTS FOR LANDSCAPE MAINTENANCE SERVICES
(NORTH 48TH STREET - ADAMS TO HUNTINGTON)**

WORK REQUIREMENTS	PRICE	
Annual Spring Maintenance	Total Lump Sum Price	\$ _____
Annual Fall Maintenance	Total Lump Sum Price	\$ _____
Monthly Maintenance	Lump Sum Price Per Month (Excluding Annual Spring & Fall Maintenance)	\$ _____/Month
Pesticide Application*	Hourly Price	\$ _____/Hour
Irrigation Spring Start Up	Total Lump Sum Price	\$ _____
Irrigation Annual Winterization	Total Lump Sum Price	\$ _____
Irrigation Monthly Maintenance	Lump Sum Price Per Month (Excluding Annual Spring Start Up and Winterization)	\$ _____/Month
Service Call**	Hourly Price	\$ _____/Hour
Annual Planting of Cereal Bowl Planters	Total Lump Sum Price	\$ _____/Plants & Install
Cereal Bowl Planter (See APPENDIX 5)	Watering/Maintenance	\$ _____/Month

NO BID SECURITY REQUIRED

***NOTE:** Any pesticide application treatment for an insect/disease infestation identified by the Contractor must be approved by the City before being done by the Contractor. The Contractor must also provide to the City the amount of time it will take to do the pesticide application treatment that is being recommended by the Contractor and this will be the basis for the actual amount that the Contractor can invoice the City if given approval to do the treatment.

**** NOTE:** Any service call for a site visit, inspection or repair outside the specifications outlined herein must be approved by the City before being performed by the Contractor. The Contractor must also provide to the City the amount of time it will take to do the site visit, inspection or repair that is being recommended by the Contractor and this will be the basis for the actual amount that the Contractor can invoice the City if given approval to perform such task.

Contract Extension Renewal is an Option (Subject to mutual consent by Contractor and City)

YES _____ NO _____

TERM PRICE CLAUSE: **BIDDER MUST STATE**

A. Bid prices firm for the full contract period: _____; or

B. Bid prices subject to escalation/de-escalation: _____.

C. If (b), state period for which bid prices will remain firm through _____.

AFFIRMATIVE ACTION PROGRAM: Successful bidders will be required to comply with the provisions of the City's Affirmative Action Policy (Contract Compliance, Sec. 1.16). The Equal Opportunity Officer will determine compliance or non-compliance, upon a complete and substantial review of successful bidder's equal opportunity policies, procedures, and practices.

**NOTE: RETURN 2 COMPLETE COPIES OF BID OFFER AND SUPPORTING MATERIAL.
MARK OUTSIDE OF BID ENVELOPE AS FOLLOWS: SEALED BID FOR SPEC. NO. 07-076,
AS WELL AS COMPANY NAME AND ADDRESS.**

The undersigned signatory of the bidder represents and warrants that he has full and complete authority to submit this offer to City of Lincoln, and to enter into a contract if this offer is accepted.

COMPANY NAME

BY (Signature)

STREET ADDRESS or P.O. BOX

(Print Name)

CITY, STATE ZIP CODE

(Title)

TELEPHONE No. FAX No.

(Date)

E-MAIL ADDRESS

ESTIMATED DELIVERY DAYS

Bids may be inspected in the Purchasing Division during normal business hours **after** tabulation and review by a Purchasing Agent. Bid tabulations can be viewed on our website at: lincoln.ne.gov Keyword: **Bid** The Intent to Award will be listed on the website when a recommendation is received from the Department.

INSTRUCTIONS TO BIDDERS

CITY OF LINCOLN, NEBRASKA

1. BIDDING PROCEDURE

- 1.1 Bidder shall submit one (1) complete set of the bid documents and all supporting material, unless otherwise stipulated. All appropriate blanks shall be completed. Any interlineation, alteration or erasure on the specification document shall be initialed by the signer of the bid. Bidder shall not change the proposal form nor make additional stipulations on the specification document. Any amplified or qualifying information shall be on the bidder's letterhead and firmly attached to the specification document.
- 1.2 Bid prices shall be submitted on the Proposal Form included in the bid document.
- 1.3 Bidders may submit a bid on an "all or none" or "lump sum" basis, but should also submit a quotation on an item-by-item basis. Bidding documents shall be clearly marked indicating the kind of proposal being submitted.
- 1.4 Any person signing a bid for a firm, corporation, or other organization must show evidence of his authority so to bind such firm, corporation, or organization.
- 1.5 Bids received after the time and date established for receiving bids will be rejected.
- 1.6 If bidding on a Construction Contract, the City of Lincoln's Standard Specifications for Municipal Construction 2006 shall apply.
 - 1.6.1 Bidders may obtain this document from the City's Design Engineering Division of Public Works & Utilities for a small fee.
 - 1.6.2 Said document can be reviewed at Design Engineering or the Purchasing Division.
 - 1.6.3 The Standard Conditions are available on the web site.
<http://www.lincoln.ne.gov/city/pworks/engine/dconst/standard/stdspec/index.htm>

2. BIDDER'S SECURITY

- 2.1 Bid security, as a guarantee of good faith, in the form of a certified check, cashier's check, or bidder's bond, may be required to be submitted with this bid document, as indicated on the Proposal Form.
- 2.2 If alternates are submitted, only one bid security will be required, provided the bid security is based on the amount of the highest gross bid.
- 2.3 Such bid security will be returned to the unsuccessful bidders when the award of bid is made.
- 2.4 Bid security will be returned to the successful bidder(s) as follows:
 - 2.4.1 For single order bids with specified quantities: upon the delivery of all equipment or merchandise, and upon final acceptance by the City.
 - 2.4.2 For all other contracts: upon approval by the City of the executed contract and bonds.
- 2.5 City shall have the right to retain the bid security of bidders to whom an award is being considered until either:
 - 2.5.1 A contract has been executed and bonds have been furnished.
 - 2.5.2 The specified time has elapsed so that the bids may be withdrawn.
 - 2.5.3 All bids have been rejected.
- 2.6 Bid security will be forfeited to the City as full liquidated damages, but not as a penalty, for any of the following reasons, as pertains to this specification document:
 - 2.6.1 If the bidder fails to deliver the equipment or merchandise in full compliance with the accepted proposal and specifications.
 - 2.6.2 If the bidder fails or refuses to enter into a contract on forms provided by the City, and/or if the bidder fails to provide sufficient bonds or insurance within the time period as established in this specification document.

3. BIDDER'S REPRESENTATION

- 3.1 Each bidder by signing and submitting a bid, represents that the bidder has read and understands the specification documents, and the bid has been made in accordance therewith.
- 3.2 Each bidder for services further represents that the bidder has examined and is familiar with the local conditions under which the work is to be done and has correlated the observations with the requirements of the bid documents.

4. CLARIFICATION OF SPECIFICATION DOCUMENTS

- 4.1 Bidders shall promptly notify the Purchasing Agent of any ambiguity, inconsistency or error which they may discover upon examination of the specification documents.
- 4.2 Bidders desiring clarification or interpretation of the specification documents shall make a written request which must reach the Purchasing Agent at least five (5) calendar days prior to the date and time for receipt of bids.

- 4.3 Changes made to the specification documents will be made by written addenda to all known prospective bidders and posted on the City-County website at lincoln.ne.gov Keyword - Bid.
- 4.4 Oral interpretations or changes to the Specification Documents made in any other manner, will not be binding on the City; and bidders shall not rely upon such interpretations or changes.

5. ADDENDA

- 5.1 Addenda are written instruments issued by the City prior to the date for receipt of bids which modify or interpret the specification document by addition, deletion, clarification or correction.
- 5.2 Copies of addenda will be made available for inspection at the office of the Purchasing Agent and on the City-County website.
- 5.3 No addendum will be issued later than forty-eight (48) hours prior to the date and time for receipt of bids, except an addendum withdrawing the invitation to bid, or an addendum which includes postponement of the bid.
- 5.4 Bidders shall ascertain prior to submitting their bid that they have received all addenda issued, and they shall acknowledge receipt of addenda on the proposal form.

6. INDEPENDENT PRICE DETERMINATION

- 6.1 By signing and submitting this bid, the bidder certifies that the prices in this bid have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder prior to bid opening directly or indirectly to any other bidder or to any competitor; no attempt has been made, or will be made, by the bidder to induce any person or firm to submit, or not to submit, a bid for the purpose of restricting competition.

7. ANTI-LOBBYING PROVISION

- 7.1 During the period between the bid advertisement date and the contract award, bidders, including their agents and representatives, shall not lobby or promote their bid with any member of the City Council or City Staff except in the course of City-sponsored inquiries, briefings, interviews, or presentations, unless requested by the City.

8. BRAND NAMES

- 8.1 Wherever in the specifications or proposal form brand names, manufacturer, trade name, or catalog numbers are specified, it is for the purpose of establishing a grade or quality of material only; and the term "or equal" is deemed to follow.
- 8.2 It is the bidder's responsibility to identify any alternate items offered in the bid, and prove to the satisfaction of the City that said item is equal to, or better than, the product specified.
- 8.3 Bids for alternate items shall be stated in the appropriate brand on the proposal form, or if the proposal form does not contain blanks for alternates, bidder MUST attach to the specification documents on Company letterhead a statement identifying the manufacturer and brand name of each proposed alternate, plus a complete description of the alternate items including illustrations, performance test data and any other information necessary for an evaluation. The bidder must indicate any variances by item number from the specification document no matter how slight. Bidder must fully explain the variances from the specification document, since brochure information may not be sufficient.
- 8.4 If variations are not stated in the proposal, it will be assumed that the item being bid fully complies with the City's specifications.

9. DEMONSTRATIONS/SAMPLES

- 9.1 Bidders shall demonstrate the exact item(s) proposed within seven (7) calendar days from receipt of such request from the City.
- 9.2 Such demonstration can be at the City delivery location or a surrounding community.
- 9.3 If bidder does not have an item in the area, it will be at the bidder's expense to send appropriate City personnel to the nearest location to view and inspect proposed item(s).
- 9.4 If items are small and malleable, the bidder is proposing an alternate product, the bidder MUST supply a sample of the exact item. Samples will be returned at bidder's expense after receipt by the City of acceptable goods. Bidders must indicate how samples are to be returned.

10. DELIVERY (Non-Construction)

- 10.1 Each bidder shall state on his proposal form the date upon which he can make delivery of all equipment or merchandise.
- 10.2 The City reserves the right to cancel orders, or any part thereof, without obligation, if delivery is not made within the time(s) specified on the proposal form.

- 10.3 All bids shall be based upon **inside** delivery of the equipment/ merchandise F.O.B. the City at the location specified by the City, with all transportation charges paid.
- 10.4 At the time of delivery, a designated City of Lincoln employee will sign the invoice/packing slip. The signature will only indicate that the order has been received and the items actually delivered agree with the delivery invoice. This signature does not indicate all items met specifications, were received in good condition and/or that there is not possible hidden damage or shortages.

11. WARRANTIES, GUARANTEES AND MAINTENANCE

- 11.1 Copies of the following documents must accompany the bid proposal for all items being bid:
- 11.1.1 Manufacturer's warranties and/or guarantees.
- 11.1.2 Bidder's maintenance policies and associated costs.
- 11.2 As a minimum requirement of the City, the bidder will guarantee in writing that any defective components discovered within a one (1) year period after the date of acceptance shall be replaced at no expense to the City. Replacement parts of defective components shall be shipped at no cost to the City. Shipping costs for defective parts required to be returned to the bidder shall be paid by the bidder.

12. ACCEPTANCE OF MATERIAL

- 12.1 All components used in the manufacture or construction of materials, supplies and equipment, and all finished materials, shall be new, the latest make/model, of the best quality, and the highest grade workmanship.
- 12.2 Material delivered under this proposal shall remain the property of the bidder until:
- 12.2.1 A physical inspection and actual usage of this material is made and found to be acceptable to the City; and
- 12.2.2 Material is determined to be in full compliance with the specifications and accepted proposal.
- 12.3 In the event the delivered material is found to be defective or does not conform to the specification documents and accepted proposal, then the City reserves the right to cancel the order upon written notice to the bidder and return materials to the bidder at bidder's expense.
- 12.4 Successful bidder shall be required to furnish title to the material, free and clear of all liens and encumbrances, issued in the name of the City of Lincoln, Nebraska, as required by the specification documents or purchase orders.
- 12.5 Selling dealer's advertising decals, stickers or other signs shall not be affixed to equipment. Vehicle mud flaps shall be installed blank side out with no advertisements. Manufacturer's standard production forgings, stampings, nameplates and logos are acceptable.

13. BID EVALUATION AND AWARD

- 13.1 The signed bid proposal shall be considered an offer on the part of the bidder. Such offer shall be deemed accepted upon issuance by the City of purchase orders, contract award notifications, or other contract documents appropriate to the work.
- 13.2 No bid shall be modified or withdrawn for a period of ninety (90) calendar days after the time and date established for receiving bids, and each bidder so agrees in submitting the bid.
- 13.3 In case of a discrepancy between the unit prices and their extensions, the unit prices shall govern.
- 13.4 The bid will be awarded to the lowest responsible, responsive bidder whose proposal will be most advantageous to the City, and as the City deems will best serve its requirements.
- 13.5 The City reserves the right to accept or reject any or all bids; to request rebids; to award bids item-by-item, with or without alternates, by groups, or "lump sum"; to waive minor irregularities in bids; such as shall best serve the requirements and interests of the City.
- 13.6 In order to determine if the Bidder has the experience, qualifications, resources and necessary attributes to provide the quality workmanship, materials and management required by the plans and specifications, the Bidder may be required to complete and submit additional information as deemed necessary by the City. Failure to provide the information requested to make this determination may be grounds for a declaration of non-responsive with respect to the Bidder.
- 13.7 The City reserves the right to reject irregular bids that contain unauthorized additions, conditions, alternate bids, or irregularities that make the Bid Proposal incomplete, indefinite or ambiguous.

14. INDEMNIFICATION

- 14.1 The bidder shall indemnify and save harmless the City of Lincoln, Nebraska from and against all losses, claims, damages, and expenses, including, attorney's fees arising out of or resulting from the performance of the contract that results in bodily injury, sickness, disease, death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom and is caused in whole or in part by the Bidder, any subcontractor, any directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. This section will not require the Bidder to indemnify or hold harmless the City of Lincoln for any losses, claims damages, and expenses arising out of or resulting from the sole negligence of the City of Lincoln, Nebraska.
- 14.2 In any and all claims against the City or any of its members, officers or employees by an employee of the bidder, any subcontractor, anyone directly or indirectly employed by any of them or by anyone for whose acts made by any of them may be liable, the indemnification obligation under paragraph 13.1 shall not be limited in any way by any limitation of the amount or type of damages, compensation or benefits payable by or for the bidder or any subcontractor under worker's or workmen's compensation acts, disability benefit acts or other employee benefit acts.

15. TERMS OF PAYMENT

- 15.1 Unless stated otherwise, the City will begin processing payment within thirty (30) calendar days after all labor has been performed and all equipment or other merchandise has been delivered, and all such labor and equipment and other materials have met all contract specifications.

16. LAWS

- 16.1 The Laws of the State of Nebraska shall govern the rights, obligations, and remedies of the Parties under this proposal and any agreement reached as a result of this process.
- 16.2 Bidder agrees to abide by all applicable State and Federal laws and regulations concerning the handling and disclosure of private and confidential information concerning individuals and corporations as to inventions, copyrights, patents and patent rights.

17. AFFIRMATIVE ACTION

- 17.1 The City of Lincoln-Lancaster County Purchasing Division provides equal opportunity for all bidders and encourages minority businesses and women's business enterprises to participate in our bidding process.

18. LIVING WAGE

- 18.1 The bidders agree to pay all employees employed in the performance of this contract, a base wage of not less than the City Living Wage per section 2.81 of the Lincoln Municipal Code. This wage is subject to change every July.

19. EXECUTION OF AGREEMENT

- 19.1 Depending on the type of service provided, one of the following three (3) methods will be employed. The method applicable to this contract will be checked below:
- ___ a. This Contract shall consist of a **PURCHASE ORDER** and a copy of the suppliers signed bid (or referenced bid number) attached and that the same, in all particulars, becomes the agreement and contract between the parties hereto: that both parties thereby accept and agree to the terms and conditions of said bid documents, and that the parties are bound thereby and the compensation to be paid the Supplier is as set forth in the Supplier's Bid. Items not awarded, if any, have been deleted.
- ___ b. The contract shall consist of a **YEARLY AGREEMENT** and a copy of the suppliers signed bid attached and that the same, in all particulars, becomes the agreement and contract between the parties hereto. That both parties thereby accept and agree to the terms and conditions of said bid documents, and that the parties are bound thereby and the compensation to be paid the Supplier is as set forth in the Suppliers' Bid. Items not awarded, if any, have been deleted.
- X c. Three (3) copies of the **CONTRACT**, unless otherwise noted.
1. City will furnish three (3) copies of the Contract to the successful Bidder who shall prepare attachments as required. Insurance as evidenced by a Certificate of Insurance, surety bonds properly executed, and Agreement signed with the date of signature shall be attached.
 2. The prepared documents shall be delivered to the City within 10 days (unless otherwise noted).
 3. The City will sign the Contract Agreement, insert the date of signature at the beginning of the Contract Agreement, prepare an Executive Order to go the Mayor for signature.
 4. Upon approval and signature from the Mayor, the City will return one copy to the Contractor.

**SPECIFICATIONS
FOR
LANDSCAPE MAINTENANCE SERVICES
N. 48TH STREET, BEING ADAMS TO HUNTINGTON**

1. SCOPE

- 1.1 These services shall be performed for the City of Lincoln's Urban Development and the Parks and Recreation Department on a regularly scheduled basis, except where noted.
- 1.2 Contractor shall provide all labor, tools, and materials necessary to perform specified landscape maintenance services at designated location(s) for the term of the service agreement.
- 1.3 Contractor shall provide all labor, tools, and materials necessary to perform specified irrigation repairs and maintenance services at designated location(s) for the term of the service agreement.
- 1.4 Landscape maintenance to include all litter and refuse removal from sidewalks, planting areas, and beautification areas within the public right-of-way (back of sidewalk to back of sidewalk) on N. 48th Street from P Street to Potter Street. **NOTE Does not include the maintenance of the turf areas, if any.**
- 1.5 Care and maintenance, including replacement, of all landscaping, including watering, fertilizing, weeding, pruning, spraying, and removal and replacement of dead plantings.
- 1.6 Irrigation maintenance services are for the planting beds and center island medians located on N. 48th Street from Adams to Huntington Street).
- 1.7 The attached sample service agreement shall be executed with each Contractor selected for award of bid. Work shall be performed in accordance with the Specifications for Landscape Maintenance Services and Irrigation Maintenance Services and requirements stated in the service agreement.
- 1.8 The term of the initial service agreement is from March 19, 2007, with an option to renew on an annual basis for one (2) additional one-year term, beginning March 19, 2008.
- 1.9 The City or Contractor may terminate the service agreement at any time providing a thirty (30) day written notice is submitted.
- 1.10 For additional information regarding these specifications, please contact Dave Bomberger, City of Lincoln Parks and Recreation Department, at 440-5560.

2. CONTRACT AND INSURANCE

- 2.1 Within fourteen (14) calendar days after the award of bid, the Contractor shall execute a written service agreement between the Contractor and the City.
- 2.2 Also, within such time period the Contractor shall furnish with the executed service agreement a Certificate of Insurance in accordance with the requirements specified in the attached insurance clause to be used for all City Contracts.
 - 2.2.1 All certificates of insurance shall be filed with the City on the standard Accord Certificate of Insurance form showing specific limits of insurance coverage required and showing the City of Lincoln as an "Additional Insured" as pertains to these services.
 - 2.2.2 Such certificates of insurance shall specifically state that insurance policies are to be endorsed to require the insurer to provide the City thirty (30) days written notice of cancellation or non-renewal, or of any material reduction of insurance coverage.

3. BIDDING PROCEDURE AND AWARD OF CONTRACT

- 3.1 Read attached Instructions to Bidders prior to submitting bid proposal.
- 3.2 Bidders are encouraged to inspect designated location(s) where required landscape maintenance services are to be performed and review plant material/maintenance list in **APPENDIX 2** for such designated location(s) prior to submitting bids.
- 3.3 The following documents must be submitted as part of the bid:
 - 3.3.1 Completed and signed Bid Proposal Form.
 - 3.3.2 Qualifications statement.
 - 3.3.3 Reference list indicating past and current commercial landscape maintenance clients within the last 5 years, applicable service dates, maintenance performed, contact person, company name and telephone number.
 - 3.3.4 Listing of all equipment to be used in performing specified landscape maintenance services.
 - 3.3.5 Listing of all personnel who would be involved in performing specified landscape maintenance services and their related commercial property landscape maintenance experience.

- 3.4 In determining the low responsible bid, consideration may be given to the following factors:
 - 3.4.1 Ability, capacity, and skill of the bidder to comply with the specifications and perform the work required by the service agreement.
 - 3.4.2 Character, integrity, reputation, judgement, work related experience and efficiency of the bidder.
 - 3.4.3 Ability of the bidder to perform the work within the time specified for specified services.
 - 3.4.4 Previous and current compliance of the bidder with laws and regulations relating to the required work to be done.
 - 3.4.5 Quality of the bidder's performance of previous work.
 - 3.4.6 Total annual cost of the Bid Proposal submitted.
 - 3.4.7 Work performance and impact on City personnel and equipment expenses while assisting contractor.
 - 3.4.8 Any other information deemed relevant to the service agreement as determined by the City.
- 3.5 Contracts resulting from bid proposals may be awarded based on price, scheduling, the ability to complete work correctly on time, quality of work, compliance with stated traffic safety standards and pesticide application procedures, and previous inspection and acceptance of past work performed under contract for the City.
- 3.6 The City further reserves the right to analyze bid proposals in detail and to award contracts which the City believes to be in their best interests.
- 3.7 The City may make any investigation deemed necessary to determine the ability of a bidder to perform in accordance with the Specifications for Landscape Maintenance Services and the requirements of the service agreement.
- 3.8 The City reserves the right to reject any bid based on facts resulting from any investigation which indicates that a bidder is not properly qualified to perform the obligations of any resulting service agreement.

4. BIDDER QUALIFICATIONS

- 4.1 Bidder must be an experienced landscape contractor who has performed landscape maintenance services similar in material, design and extent to that required for contracted area.
- 4.2 Bidder must be able to correctly identify common annual and perennial herbaceous weeds, grasses and woody plant materials that may require landscape maintenance under this service agreement.
- 4.3 Bidder must have a valid and current Nebraska Certified Pesticide Applicator License for the Ornamental and Turf Pest Control Category and submit proof thereof with Bid Proposal.
 - 4.3.1 Bidder must provide copies of applicators license of those employees applying pesticides on the project.
- 4.4 Bidder must have a valid and current Nebraska Nursery Grower, Dealer or Broker License from the Nebraska Department of Agriculture.
- 4.5 Bidder must currently own necessary and proper tools and equipment needed to perform required landscape maintenance services.
 - 4.5.1 Bids will **not** be awarded to bidders who would purchase such necessary tools and equipment contingent upon their being awarded the bid.
- 4.6 Irrigation maintenance and repairs must be completed by an experienced irrigation contractor who has performed irrigation repairs and maintenance services similar in material, design and extent to that required for the contracted area. Services may be subcontracted but the primary Contractor shall be responsible.

5. RESPONSIBILITIES OF THE CONTRACTOR

- 5.1 Provide all equipment, labor, materials, fuel, lubricants, repair, maintenance, etc. to perform required landscape maintenance services to the satisfaction of the City.
- 5.2 All necessary traffic barricading and signing to perform contracted landscape maintenance services in the City right-of-way of streets shall be done in conformance with the "Manual on Uniform Traffic Control Devices" and the City of Lincoln "Traffic Control Guidelines for Street Construction, Maintenance and Utility Construction".
- 5.3 Provide landscape maintenance services and submit required inspection reports (see **APPENDIX 3**) in a timely and efficient manner as stipulated in the service agreement.
- 5.4 Protect all existing plant materials listed in **APPENDIX 2** that are at the designated location(s) and replace any or all damaged landscape at no cost to City resulting from landscape maintenance work done by contractor.

- 5.5 Protect all existing water boxes/hookups at designated location(s) and repair or replace any or all that are damaged during landscape maintenance work at no cost to the City.
- 5.6 Provide (2) aluminum signs with information including the contractor name and phone number.
 - 5.6.1 Sign shall be new, dice cut (or equal), aluminum meeting A.S. T.M. Specification B209, Alloy 5052-H38 of 080 gauge.
 - 5.6.2 Size and shape must be exactly the same size and shape with all angles and corner radius uniform and exactly as specified.
 - 5.6.3 The edges of all signs must be smooth and free of sharp edges, rough edges or burrs which would harm the hands of a person handling the signs.
 - 5.6.4 All signs must conform to the MUTCD FHWA Standard Highways Sign Manual, 2002 Edition, standards in shape, size, corner, radius, hole location and have 3/8" holes.
 - 5.6.5 Signs designated as City Specification shall conform to the following details in shape, size, corner radius, hole location, color, and font.
 - 5.6.5.1 Rectangular, 080 gauge, 6" high x 12" long, green background with white Arial font.
 - 5.6.6 Sign information to include the contractor name and phone number (No logos allowed).
 - 5.6.7 Location to be identified by the Parks Department in conjunction with Public Works.
 - 5.6.8 Contractor responsible for sign installation and replacement if removed under any circumstance.
- 5.7 Any application of pre-emergent/post-emergent herbicides and/or pesticides must be approved by the City of Lincoln Parks Department, Dave Bomberger at 441-6051, prior to being done.
 - 5.7.1 Contractor must provide name, target for application and MSDS information of chemical(s) to be applied.
 - 5.7.2 Such information must be faxed to City of Lincoln Parks Department, attention Dave Bomberger at 402-441-6051 or delivered to the Administrative Office at 2740 'A' Street before approval by the City can be given to apply such chemical(s).
- 5.8 Submit to the City of Lincoln Parks and Recreation Department, Dave Bomberger, any itemized invoices for landscape maintenance or irrigation maintenance services performed.
- 5.9 Initiating, maintaining, supervising, observing and complying with all safety precautions and programs in connection with the work done in accordance with all applicable federal, state and local laws, regulations and ordinances.

6. RESPONSIBILITIES OF THE CITY

- 6.1 Contract administration shall be done by Dave Bomberger, with the City of Lincoln Parks and Recreation Department at 441-6051.
- 6.2 Payment of invoices for landscape maintenance services performed by Contractor shall be made by the City of Lincoln Urban Development Department and/or the Business Improvement District.
- 6.3 Any existing water boxes/hookups located on-site at designated landscape maintenance locations shall be clearly marked and are available upon request.

7. BASIS OF PAYMENT

- 7.1 Payment shall be based on the lump sum prices and hourly rates indicated on the Bid Proposal Form for work actually done.
- 7.2 All invoices and landscape maintenance services performed pursuant to the service agreement shall be submitted to Dave Bomberger of the Lincoln Parks and Recreation Department.
- 7.3 The contractor shall submit invoices for payment of services performed as follows:
 - 7.3.1 One (1) invoice submitted for entire Spring Cleanup when all stipulated work has been done to the satisfaction of the City; this includes Irrigation Charge Up
 - 7.3.2 One (1) invoice submitted quarterly for Monthly Maintenance done to the satisfaction of the City; schedule to follow (does not include Spring Cleanup and Fall Cleanup):
 - Period 1: Work performed during April, May, June, to be billed after June 30, 2007.
 - Period 2: Work performed during July, August, September to be billed after September 30, 2007.
 - Period 3: Work performed during October, November, December, to be billed after December 31, 2007.
 - Period 4: Work performed during January, February, March, to be billed after March 31, 2007.

- 7.3.3 One (1) invoice submitted for any additional plant material installed in the Spring, that may be requested by the City of Lincoln Parks and Recreation Department.
- 7.3.4 One (1) invoice submitted for entire Fall Cleanup when all stipulated work has been done to the satisfaction of the City; including Winterization of Irrigation system.
- 7.4 The Contractor's invoices shall include company name, address and telephone number, the job site location, date(s) and description of all work done and list of charges as established for such work in the Contractor's Bid Price Proposal (see **APPENDIX 1**)
- 7.5 All costs associated with labor, materials, equipment strip and preparation, equipment operation, equipment maintenance and repair costs shall be included in the lump sum bid price and hourly rates submitted on the Bid Proposal Form.
- 7.6 Landscape Maintenance Inspection Reports, (see **APPENDIX 3**) must be completed and submitted as required in service agreement in order for payment of invoices to be made by the City to the Contractor for services performed.

**LANDSCAPE MAINTENANCE SERVICES AGREEMENT
FOR
NORTH 48th STREET - ADAMS TO HUNTINGTON STREET)**

THIS AGREEMENT, made this _____ day of _____, 2007 by and between _____, hereinafter referred to as Contractor and the City of Lincoln, Nebraska, a body corporate and politic, hereinafter referred to as City.

WHEREAS, the City wishes to engage a Contractor in accordance with terms and conditions herein to provide landscape maintenance services for the City at the designated location(s);

NOW, THEREFORE, WITNESSETH, that the parties hereto mutually agree as follows:

1. TERM

- 1.1 The Contractor hereby agrees to perform center medians landscape maintenance services as hereinafter set forth during the term of the Agreement beginning with date of executed agreement, through March 19, 2007, with option to renew for one (1) additional one-year term upon providing thirty (30) days written notice to Contractor prior to expiration of the Agreement.

2. RATES

- 2.1 The Contractor agrees to provide services in accordance with this Agreement at the lump sum prices and hourly rates set forth in the Contractor's Bid Proposal, attached hereto and incorporated herein.
- 2.2 The Contractor further agrees that the lump sum prices and hourly rates set forth in their submitted Bid Proposal shall remain in effect during the term of this Agreement.

3. MAINTENANCE REQUIREMENTS

- 3.1 Landscaped center median areas from curb to curb, including planted areas and mowing strip adjacent to planted areas, and beautification areas within the public right-of-way will receive scheduled maintenance and inspections by the Contractor as stipulated in this Agreement and in **APPENDIX 2, APPENDIX 3**, attached here to and incorporated herein (Landscape Plans available at Parks and Recreation, 441-8248).
- 3.2 **ANNUAL SPRING MAINTENANCE** (completed during March - April of the year)
- 3.2.1 Cut and remove dead vegetation from perennials and prune shrubs and trees as needed according to maintenance instructions in **APPENDIX 2**.
- 3.2.2 Rake out and remove dead leaves and litter from designated landscaped areas.
- 3.2.3 Re-establish edge of landscaped areas (i.e. plant materials that are growing over mowstrips need to be pruned back to the **inside back edge** of mowstrips).
- 3.2.4 Re-establish wood chip mulch edge of landscaped areas next to back of mowstrips (i.e. any spillage of wood chips onto top of curbs needs to be removed and a "V" grove edge established by machine next to back of mowstrips to allow wood chip mulch to settle into grove to a height no greater than top of mowstrips).
- 3.2.5 Apply pre-emergence herbicide if applicable, for weed control which is approved for use in landscaped areas having established perennials, shrubs and trees (i.e. Preen or others).
- 3.2.6 Apply wood chip mulch to landscaped areas, three inches (3") thick minimum.
- 3.2.7 Apply post-emergence herbicides if applicable and necessary and don't allow them to come in contact with existing landscape plant materials listed in **APPENDIX 2**.
- 3.2.8 Removal of all debris from designated landscape maintenance areas.
- 3.2.9 Control weedy grasses and weedy broad leaves in all pavement areas adjacent to planted areas, back of sidewalk to back of sidewalk.
- 3.3 **MONTHLY MAINTENANCE**
- 3.3.1 Removal of plant material not included in **APPENDIX 2** from planted areas and paved areas adjacent to planted areas of the median(s), from back of sidewalk to back of sidewalk.
- 3.3.2 Removal of volunteer trees; removal and/or treatment of weedy grasses and weedy broad leaves from the planted areas and paved areas adjacent to planted areas of the median(s), back of sidewalk to back of sidewalk.
- 3.3.3 Removal of litter and debris from the planted and paved areas from back of sidewalk to back of sidewalk on a weekly basis.
- 3.3.4 All weedy grasses and weedy broad leaves chemically treated must be removed within two (2) weeks of application.

- 3.4 **ANNUAL FALL MAINTENANCE** (completed during September 1st - October 1st of the year)
- 3.4.1 Cut and remove dead vegetation from perennials and prune shrubs and trees as needed according to maintenance instructions in **APPENDIX 2**.
 - 3.4.2 Rake out and remove dead leaves and litter from designated landscaped areas.
 - 3.4.3 Re-establish edge of landscaped areas (i.e. plant materials that are growing over mowstrips need to be pruned back to the **inside back edge** of mowstrips).
 - 3.4.4 Re-establish wood chip mulch edge of landscaped areas next to back of mowstrips (i.e. any spillage of wood chips onto top of mowstrips needs to be removed and a "V" groove edge established by machine next to back of mowstrips to allow wood chip mulch to settle into groove to a height no greater than top of mowstrips).
 - 3.4.5 Apply pre-emergence herbicide if applicable, for weed control which is approved for use in landscaped areas having established perennials, shrubs and trees (i.e. Preen or others).
 - 3.4.6 Apply wood chip mulch to landscaped areas, two inches (2") thick minimum.
 - 3.4.7 Apply post-emergence herbicides if applicable and necessary and don't allow them to come in contact with existing landscape plant materials listed in **APPENDIX 2**.
 - 3.4.8 Removal of all debris from designated landscape maintenance areas.
 - 3.4.9 Control weedy grasses and weedy broad leaves in all pavement areas adjacent to planted areas, back of sidewalk to back of sidewalk.
- 3.5 **IRRIGATION SYSTEM ANNUAL SPRING START UP** (Performed by the 4th week fo April)
- 3.5.1 Activate irrigation system.
 - 3.5.2 Flush out the entire system to clear of debris.
 - 3.5.3 Operate and observe the entire system and check for clogged nozzles and emitters. Remove any calcium buildup that may have occurred over the previous season.
 - 3.5.4 Identify broken or damaged nozzles, heads and emitters, if any.
 - 3.5.5 Inspect for leaking valves and identify those which need repair.
 - 3.5.6 Check the controller for each station in the system(s). Replace batteries annually.
 - 3.5.7 Update wireless valve programmer. Replace batteries annually.
 - 3.5.8 Inventory broken and damaged systems, if any. Provide itemized list and cost estimate for repairs. Submit to Dave Bomberger at the Parks Office 441-6051.
 - 3.5.9 Program sprinkler system operating schedule. Hours of operation to occur between 2:00 a.m and 5:00 a.m.
- 3.6 **IRRIGATION SYSTEM WINTERIZATION** (Performed by the last week of October or before freezing temperatures.)
- 3.6.1 Turn off water supply to the irrigation system, this includes turning off the main shut off valve(s).
 - 3.6.2 Automatic systems need to have the controller (timer) shut down.
 - 3.6.3 Backflow preventers need to be removed where applicable.
 - 3.6.4 All water needs to be removed from the pipes and sprinklers.
 - 3.6.5 Blow-out the irrigation system. Allow air to run until all the water is blown out and only air is exiting through the sprinkler heads and turn off the valve. Continue process onto the next valve until all valve circuits have been blown out. NOTE: Never turn off all of the valves while the air compressor is running.
 - 3.6.6 Once all valves have been blown out, repeat the process beginning with the first valve.
 - 3.6.7 Turn the automatic controller onto "rain mode" or turn o ff when blowing out the system has finished. Install threaded caps over the open ends of the Backflow preventer rises, anit-siphon valve risers, and any blow out fittings until spring.
- 3.7 **IRRIGATION SYSTEM MONTHLY MAINTENANCE**
- 3.7.1 Contractor shall consistently maintain all components of the irrigation system in proper working order, as per manufacturer's specifications, by inspecting the entire system on an ongoing basis.
 - 3.7.2 Spray heads, drip lines and quick couplers shall be checked on an ongoing basis such that the entire system is checked each month. Malfunctioning systems will be corrected immediately. Methods of detection include: visual sightings of water on hardscape and property, soil probing, mater monitoring and specific line observations.

- 3.7.3 Weekly or bimonthly reprogramming of the irrigation controller may occur at the request of the City. All run times should take into account valve precipitation rates, soil conditions, microclimate conditions, and consideration of slope. Before scheduling run times the site should be walked and planted areas inspected to observe plant stress and health. Soil moisture levels should be inspected through planted areas, and appropriate adjustments made to the irrigation schedule.
- 3.7.4 Irrigation scheduling will be performed to encourage deep roots, including deep watering through use of multiple repeat cycles. Soil probing shall be used to determine soil moisture depth, overall moisture levels and the need to adjust irrigation schedules. Soils will be allowed to dry to a 50% moisture depletion level between irrigation in order to avoid root-rot and allow adequate air to be present in the soil.
- 3.7.5 Monthly activation of all irrigation valves. Each valve should be operated individual to inspect for and correct the following conditions: misaligned irrigation heads, clogged or obstructed heads, missing or vandalized heads, low-head drainage conditions, overspray onto hardscaped areas, poor coverage or uniformity, stuck valves, and broken risers, laterals or mains. Contractor shall list and report all irrigation system damages to the City of Lincoln Parks Department, Dave Bomberger at 441-6051 with a cost estimate of repair/replacement.
- 3.7.6 Irrigation system pressure shall be checked and adjusted at least monthly to insure efficient operation of irrigation system.
- 3.7.7 Irrigation scheduling will be coordinated with all other maintenance activities.

3.8 **LANDSCAPE MAINTENANCE INSPECTION REPORT**

- 3.8.1 Walk through inspections of the landscape maintenance areas will be required of the Contractor on the first and third Tuesday of each month upon request of the City's Representative.
- 3.8.2 Contractor shall complete and submit Landscape Maintenance Inspection Report (see **APPENDIX 3**) within two (2) days from date of inspection to:
City of Lincoln Parks and Recreation Dept
Planning Department Attn: Dave Bomberger
2740 'A' Street
Lincoln, NE 68502
- 3.8.3 Such reports may also be faxed to 441-7813.

3.9 **PESTICIDE APPLICATION**

- 3.9.1 Pesticide applications will only be done by Contractor if alternative treatment methods are not effective or if tolerable insect/disease thresholds have been exceeded and chemical treatment is necessary to prevent permanent damage or death of plant materials.
- 3.9.2 Any proposed pesticide application(s) must be approved by the City before being done by the Contractor.

4. **ANNUAL PLANTING OF CEREAL BOWLS PLANTERS**

- 4.1 The planting of the thirty (30) cereal bowl planters each May, no earlier than the frost date as identified by local meteorologists and no later than May 21st.
- 4.2 Removal and disposal of all existing plant material from the previous season.
- 4.3 The existing soil in each planter must be turned over and the addition of osmocote must be completed.
- 4.4 The proper installation of the plant material as included in ADDENDUM 5.
- 4.5 All planters to be topped dressed with two (2) inches of Spagnum moss.
- 4.6 On-going oversight and care to ensure establishment of the plant materials in the planters including: watering, fertilizing, dead-heading, weeding and any other care necessary to keep the plants in lively and vigorous form.

5. **ADDITIONAL SERVICES**

- 5.1 The addition and/or replacement of plant materials (i.e. trees, shrubs, perennials and turf) may be requested of the contractor by the City of Lincoln Parks Department. Any cost associated with the installation of additional plant material, including labor and establishment period maintenance shall be submitted to the City of Lincoln Parks Department, Mark Canney 441-8248 prior to installation.

- 5.2 Any plant material replaced shall include a one year warranty. This includes trees, shrubs and perennials.
- 5.3 Additional plant material installed by the contractor shall comply with the City of Lincoln installation standards and requirements and **SPECIAL PROVISIONS**.
- 5.4 Payment for additional services shall be consistent with the procedure(s) outlined in item 7 (**BASIS OF PAYMENT**).

6. TERMINATION

- 6.1 The City reserves the right to terminate this agreement for cause at any time during the term of the Agreement upon default of the Contractor in providing landscape maintenance services in accordance with the terms and conditions contained herein.
- 6.2 The City shall provide ten (10) days written notice to Contractor to correct any deficiencies prior to the termination of Agreement.
- 6.3 The City reserves the right to terminate this agreement in the event that the City does not appropriate sufficient funds for the continuation of the agreement into the succeeding fiscal year.

7. INSURANCE

- 7.1 The Contractor shall provide insurance in accordance with the City of Lincoln's standard insurance clause to be used for all City contracts/agreements which is hereby made a part of this agreement.

8. INDEMNIFICATION

- 8.1 The Contractor agrees to indemnify and hold harmless and defend the City and any of their officers, agents, servants and employees from any and all claims resulting from injuries, including death, bodily injury, property damage, or any other losses arising out of or in connection with or in any way associated with the performance of the terms and conditions of this agreement.
- 8.2 The Contractor shall not be required to indemnify the City for any damage resulting from the sole negligence of the City or its employees.

9. NON-DISCRIMINATION

- 9.1 The parties agree that in connection with the carrying out of this agreement the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, age, or marital status.
- 9.2 The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, national origin, ancestry, disability, age, or marital status. Such actions shall include, but not be limited to, the following: employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other compensation; and selection for training, including apprenticeship.
- 9.3 Any breach of this provision of the Agreement shall be regarded as a material breach.

10. DRUG FREE WORKPLACE

- 10.1 The Contractor agrees that in the performance of this Agreement, neither the Contractor nor any employee of the Contractor shall engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity covered by this Agreement.
- 10.2 The City reserves the right to request a copy of the Contractor's drug free workplace policy.

11. INDEPENDENT CONTRACTOR

- 11.1 The parties understand that this contractual agreement shall not create an employer/employee relationship and the Contractor, his employees, and any person acting on behalf of the Contractor shall be deemed to be an independent contractor during the term of this Contract.

12. INVOICES

- 12.1 All invoices for landscape maintenance services performed pursuant to this Agreement shall be submitted to the City of Lincoln Parks & Recreation Department, Planning Department, Attn: Dave Bomberger.
- 12.2 Invoices shall be submitted according to the guidelines outlined in the **SPECIFICATIONS FOR LANDSCAPE MAINTENANCE SERVICES** item No. 7. **BASIS FOR PAYMENT**
- 12.3 The Contractor's invoices shall include the job site location, date of work done, and a fully itemized list of landscape maintenance services performed.

13. ASSIGNMENT

This Agreement shall not be assigned by Contractor to any other party without first obtaining the written consent of the City.

14. GOVERNING LAW

This Agreement shall be governed by and interpreted in accordance with the laws of the State of Nebraska.

Dated this _____ day of _____, 2007.

City of Lincoln, Nebraska

Attest

City Clerk

Mayor

Contractor

Company Name

By:

Street Address

Name (Print)

City State Zip Code

Signature

Telephone Number(s)

Title

Contractor Name
Contractor Address
Contractor Phone Number

Job Site Location

Billing Period/Quarter

List of charges as established by contract

[illegible]

APPENDIX 2
NORTH 48TH STREET - ADAMS TO HUNTINGTON
PLANT LIST
(TREES, SHRUBS, GRASSES & PERENNIALS ONLY)

PLANT LIST	MAINTENANCE CONSIDERATIONS
Patmore Green Ash (<i>Fraxinus pennsylvanica</i> 'Patmore')	Prune broken, twisted, multidirectional branches and suckers.
Gro Low Sumac (<i>Rhus aromatica</i> 'Gro Low')	Prune broken and dead branches; height not to exceed 30" or pruning required; keep within curb.
Hancock Coralberry (<i>Symphoricarpos x chenaultii</i> 'Hancock')	Prune off winter kill & remove any dead branches; prune broken branches or those exceeding 30" in height; keep within of curb.
Flower Carpet Red Rose (<i>Rosa</i> 'Flower Carpet')	Prune off winter kill & remove any dead branches; prune broken branches or those exceeding 30" in height.
Sierra Spreader Juniper (<i>Juniperus sabina</i> 'Sierra Spreader')	Prune off winter kill & remove any dead branches.
Blaze Little Blue Stem (<i>Schizachyrium scoparium</i> 'Blaze')	Prune/cut back to 4" in the early spring.
Autumn Joy Sedum (<i>Sedum telphinium</i> 'Autumn Joy')	Prune/remove dead seed heads in early spring to ground.
Helene Von Stein Lamb's Ear (<i>Stachys byzantina</i> 'Helene Von Stein')	Remove dead leaves in early spring.
Jetfire Daffodil (<i>Narcissus</i> 'Jetfire')	Remove dead foliage once the leaves have dried up and are no longer green.

NOTE: Any perennial or shrub that exceeds 30" must be pruned back regardless of time of year. This does not include ornamental grasses or trees.

APPENDIX 3

N. 48TH STREET LANDSCAPE MAINTENANCE INSPECTION REPORT

DATE:

PREPARER'S NAME (PRINT):

COMPANY NAME:

SIGNATURE:

LOCATION OF INSPECTION:

TELEPHONE:

Note: Please circle best response to questions.

1. Current growing condition of plant materials? Dormant Bud Stage Active Growth

2. Current health condition of plant materials

Patmorem Green Ash (<i>Fraxinus pennsylvanica</i> 'Patmore')	POOR	FAIR	GOOD	EXCELLENT
--	------	------	------	-----------

Gro Low Sumac (<i>Rhus aromatica</i> 'Gro Low')	POOR	FAIR	GOOD	EXCELLENT
---	------	------	------	-----------

Hancock Coralberry (<i>Symphoricarpos x chenaultii</i> 'Hancock')	POOR	FAIR	GOOD	EXCELLENT
---	------	------	------	-----------

Flower Carpet Red Rose (<i>Rosa</i> 'Flower Carpet')	POOR	FAIR	GOOD	EXCELLENT
--	------	------	------	-----------

Sierra Spreader Juniper (<i>Juniperus sabina</i> 'Sierra Spreader')	POOR	FAIR	GOOD	EXCELLENT
---	------	------	------	-----------

Blaze Little Bluestem (<i>Schizachyrium scoparium</i> 'Blaze')	POOR	FAIR	GOOD	EXCELLENT
--	------	------	------	-----------

Autumn Joy Sedum (<i>Sedum telphinium</i> 'Autumn Joy')	POOR	FAIR	GOOD	EXCELLENT
---	------	------	------	-----------

Helene Von Stein Lamb's Ear (<i>Stacys byzantina</i> 'Helene Von Stein')	POOR	FAIR	GOOD	EXCELLENT
--	------	------	------	-----------

Jetfire Daffodil (<i>Narcissus</i> 'Jetfire')	POOR	FAIR	GOOD	EXCELLENT
---	------	------	------	-----------

3. Current soil moisture? SATURATED MOIST DRY DROUGHT

4. Landscape maintenance work needing to be done:

Removal of volunteer trees, weedy grasses and/or weedy broad leaves? YES NO

Application of pre-emergent herbicide for weed control YES NO

Name of chemical(s) applied: _____

Application of post emergent herbicide for weed control?

YES

NO

5. Describe in detail any landscape maintenance work done since last inspection (Use back of this sheet).

6. Insect, disease and/or animal damage observed?

YES

NO

PLANT NAME

INSECT

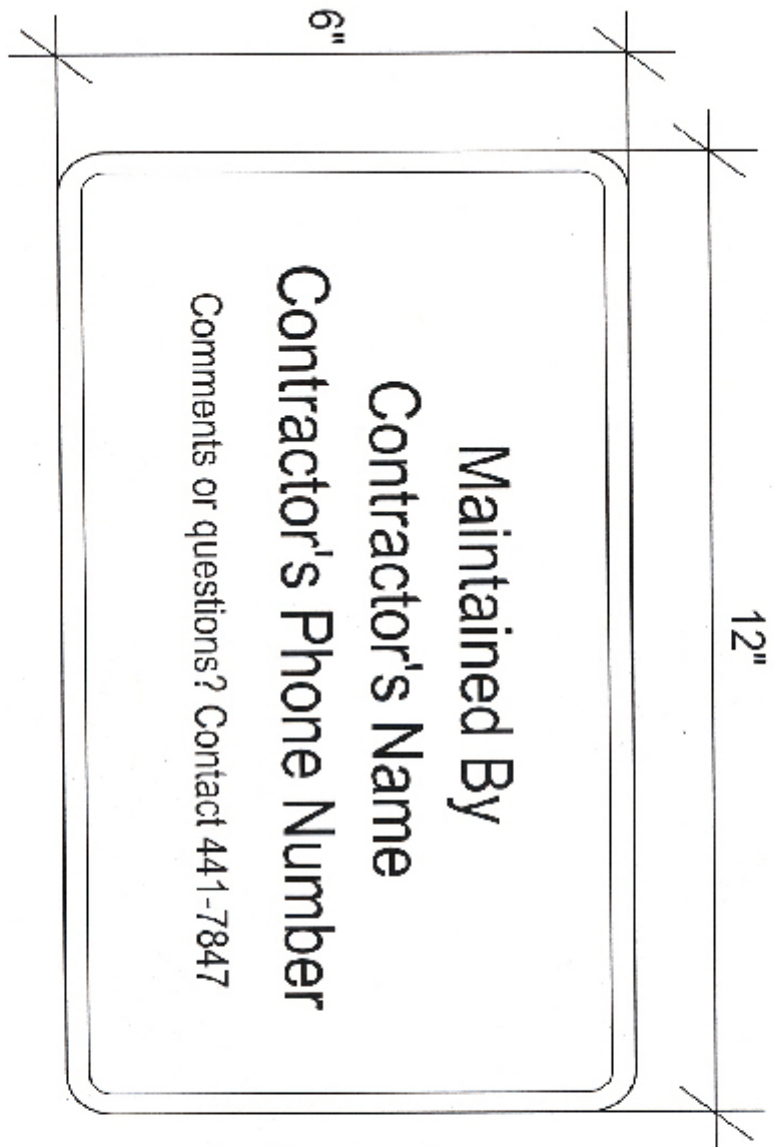
DISEASE

ANIMAL

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Contractor to do inspections on the 1st and 3rd Tuesday of each month while under contract with the City unless otherwise scheduled by City. Completed inspection reports must be received by the City of Lincoln Parks Department by fax (441-8706) or mailed (City of Lincoln Parks Department, 2740 "A" Street, Lincoln, NE 68502) within two (2) days from the date of the inspection .

APPENDIX 4
CONTRACTOR SIGN DETAIL
(2 SIGNS PROVIDED BY CONTRACTOR)



Aluminum: .080 gauge
Background Color: Dark Green
Text Color: White
Border Color: White
Font Style: Arial

APPENDIX 5
NORTH 48TH STREET - ADAMS TO HUNTINGTON

ANNUALS LIST

PLANT LIST	SIZE
PLANTER A (8 total)	
(1) Cardoon	Gallon
(4) Purple Wave Petunia	4" Pot
(4) Lotus Vine	4" Pot
PLANTER B (8 total)	
(1) Bengal Tiger Canna	Gallon
(3) Purple Angelonia	4" Pot
(3) Bonfire Begonia	4" Pot
(3) Lotus Vine	4" Pot
PLANTER C (7 total)	
(1) Tropicana Canna	Gallon
(3) Fishnet Stockings Sun Coleus	4" Pot
(3) Troy's Gold Plectranthus	4" Pot
(3) Red Whispers Petunia	4" Pot
PLANTER D (7 total)	
(1) Red Sensation Cordyline	Gallon
(3) Yellow Purslane	4" Pot
(3) Cherry Sunrise Lantana Bandana	4" Pot
(3) Angelina Sedum	4" Pot